

parties or acts or omissions of transportation carriers (individually or collectively, a "Force Majeure Event").

28.7 Confidentiality.

28.7.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a "Disclosing Party") that is furnished or made available or otherwise disclosed to the other Party or any of such other Party's employees, contractors, agents or Affiliates (its "Representatives" and with a Party, a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be marked "Confidential" or "Proprietary" or by other similar notice, and, if oral or visual, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, it (a) shall be held in confidence by each Receiving Party; (b) shall be disclosed to only those Representatives who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used only for such purposes; and (c) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law only in accordance with Section 28.7.2.

28.7.2 If any Receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may then either seek appropriate protective relief from all or part of such requirement or, if it fails to successfully do so, it shall be deemed to have waived the Receiving Party's compliance with Section 28.7 with respect to all or part of such requirement. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to obtain.

28.7.3 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.

28.8 Governing Law. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the FCC, the exclusive jurisdiction and remedy for all such claims shall be as provided for by the FCC and the Act. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the Commission, the exclusive jurisdiction for all such claims shall be with such Commission, and the exclusive remedy for such claims shall be as provided for by such Commission. In all other respects, this Agreement shall be governed by the domestic laws of the State of Michigan without reference to conflict of law provisions.

28.9 Taxes. Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party.

28.10 Non-Assignment. Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party; provided that each Party may assign this Agreement to a corporate Affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

28.11 Non-Waiver. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

28.12 Disputed Amounts.

28.12.1 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall within sixty (60) days of its receipt of the invoice containing such disputed amount give notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. Notwithstanding any Disputed Amounts, the Non-Paying Party shall pay when due all undisputed amounts to the Billing Party.

28.12.2 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within sixty (60) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however, all reasonable requests for relevant information made by one Party to the other Party shall be honored.

28.12.3 If the Parties are unable to resolve issues related to the Disputed Amounts within forty-five (45) days after the Parties' appointment of designated representatives pursuant to Section 28.12.2, then either Party may file a complaint with the Commission or the FCC to resolve such issues or proceed with any other remedy pursuant to law or equity. The Commission or the FCC may direct payment of any or all Disputed Amounts (including any accrued interest thereon or additional amounts awarded), plus applicable late fees, to be paid to either Party.

28.12.4 The Parties agree that all negotiations pursuant to this Section 28.12 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

28.12.5 Any amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1-1/2%) per month and (ii) the highest rate of interest that may be charged under applicable law.

28.13 Notices. Notices given by one Party to the other Party under this Agreement shall be in writing and shall be (a) delivered personally, (b) delivered by express delivery service, (c) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested or (d) delivered by telecopy to the following addresses of the Parties:

To Brooks Fiber:

Brooks Fiber Properties, Inc.
425 Woods Mill Road South
Suite 300
Town and Country, Missouri 63017
Attn: President
Facsimile: (314) 579-4660

with a copy to:

Brooks Fiber Communications of
Michigan, Inc.
2855 Oak Industrial Drive, NE
Grand Rapids, Michigan 49506
Attention: Regional Vice-President
Facsimile: (616) 224-5108

To Ameritech:

Ameritech Information Industry Services
350 North Orleans, Floor 3
Chicago, IL 60654
Attn.: Vice President - Network Providers
Facsimile: (312) 335-2927

with a copy to:

Ameritech Information Industry Services
350 North Orleans, Floor 3
Chicago, IL 60654
Attn.: Vice President and General Counsel
Facsimile: (312) 595-1504

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, (iii) three (3) days after mailing in the case of first class or certified U.S. mail or (iv) on the date set forth on the confirmation in the case of telecopy.

28.14 Publicity and Use of Trademarks or Service Marks. Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

28.15 Section 252(i) Obligations. (a) If either Party enters into an agreement (the "Other Agreement") approved by the Commission pursuant to Section 252 of the Act or files a tariff approved by the Commission which provides for the provision of arrangements covered in this Agreement within the State of Michigan to another requesting Telecommunications Carrier, including itself or its Affiliate, such Party shall make available to the other Party such arrangements upon the same rates, terms and conditions as those provided in the Other

Agreement or tariff. At its sole option, the other Party may avail itself of either (i) the Other Agreement or tariff in its entirety or (ii) the prices, terms and conditions of the Other Agreement or tariff that directly relate to any of the following duties as a whole:

- (1) Interconnection - Section 251(c)(2) of the Act (Sections 4.0 and 5.0 of this Agreement); or
- (2) Exchange Access - Section 251(c)(2) of the Act (Section 6.0 of this Agreement); or
- (3) Unbundled Access - Section 251(c)(3) of the Act (Section 9.0 of this Agreement); or
- (4) Resale - Section 251(c)(4) of the Act (Section 10.0 of this Agreement); or
- (5) Collocation - Section 251(c)(6) of the Act (Section 12.0 of this Agreement); or
- (6) Number Portability - Section 251(b)(2) of the Act (Section 13.0 of this Agreement); or
- (7) Access to Rights of Way - Section 251(b)(4) of the Act (Section 15.0 of this Agreement); or
- (8) E911 and 911 Services - Section 271(c)(2)(B)(vii)(I) of the Act; or
- (9) Directory Assistance - Section 271(c)(2)(B)(vii)(II); or
- (10) Operator Call Completion Services - Section 271(c)(2)(B)(vii)(III); or
- (11) Directory Listing - Section 271(c)(2)(B)(viii) of the Act; or
- (12) Access to Databases - Section 271(c)(2)(B)(x).

(b) If a Party is subject to an order of the FCC or the Commission that provides for the provision of arrangements covered in this Agreement and such order is generally applicable to the other Party, such other Party may, at its sole option, avail itself of the rates, terms and conditions of such order.

28.16 Joint Work Product. This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

28.17 No Third Party Beneficiaries; Disclaimer of Agency. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

28.18 No License. No license under patents, copyrights or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

28.19 Dispute Escalation and Resolution. Except as otherwise provided herein, any dispute, controversy or claim (individually and collectively, a "Dispute") arising under this Agreement shall be resolved in accordance with the procedures set forth in this Section 28.19. In the event of a Dispute between the Parties relating to this Agreement and upon the written request of either Party, each of the Parties shall appoint a designated representative who has authority to settle the Dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Dispute and negotiate in good faith in an effort to resolve such Dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however, all reasonable requests for relevant information made by one Party to the other Party shall be honored. If the Parties are unable to resolve issues related to a Dispute within thirty (30) days (or such shorter period as the circumstances may require) after the Parties' appointment of designated representatives as set forth above, then either Party may file a complaint with (i) the Commission in accordance with the procedures applicable to the resolution of disputes among carriers in the State of Michigan, (ii) the FCC or (iii) a court having proper jurisdiction over such Dispute and both Parties.

28.20 Survival. The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement, including without limitation, Sections 19.4, 19.14, 20.4, 21.0, 22.0, 24.0, 25.0, 28.7, 28.9, 28.12, 28.14, 28.18 and 28.19.

28.21 Scope of Agreement. This Agreement is intended to describe and enable specific Interconnection and access to unbundled Network Elements and compensation arrangements between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided herein.

28.22 Entire Agreement. The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein, which are incorporated into this Agreement by this reference, constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written, other than the agreements between the Parties (or their Affiliates) identified in Section 18.0. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by an officer of each Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

BROOKS FIBER COMMUNICATIONS
OF MICHIGAN, INC.

AMERITECH INFORMATION
INDUSTRY SERVICES, A DIVISION
OF AMERITECH SERVICES, INC., ON
BEHALF OF AMERITECH MICHIGAN

By: Craig Young
Printed: Craig Young
Title: President

By: Neil E. Cox
Printed: NEIL E. COX
Title: PRESIDENT

SCHEDULE 3.0
IMPLEMENTATION SCHEDULE

LATA	Ameritech Interconnection Wire Center (AIWC)	Brooks Fiber Interconnection Wire Center (BIWC)	Interconnection Activation Date
348	GDRPMIBL20T	GDRQMIBODS0	Complete
348	TRCYMIMN20T	TRCYMIWTDS0	11/96

PRICING SCHEDULE - MICHIGAN - PRE-JANUARY 1, 1997 PRICING ¹

This Pricing Schedule - Michigan - Pre-January 1, 1997 Pricing shall only be operative and effective on and from the Effective Date until December 31, 1996. On and after January 1, 1997, this Pricing Schedule - Michigan - Pre-January 1, 1997 Pricing shall cease to be of any force and effect and the terms of the Pricing Schedule - Michigan shall apply thereafter during the term of this Agreement.

I. Reciprocal Compensation

If the number of minutes of Local Traffic terminated by either Party on the other Party's network is greater than five percent (5%), plus or minus, of the number of minutes of Local Traffic terminated by the other Party, the Parties shall compensate each other for the transport and termination of Local Traffic at the rate of \$0.015 per minute of use.

II. BLV/BLVI Traffic

Rate = \$0.90 per Busy Line Verification
\$1.10 per Busy Line Verification Interrupt
(in addition to \$0.90 for Busy Line Verification)

III. Transiting

Rate = \$0.002 per minute

IV. Unbundled Network Elements

A. Unbundled Loop Rates

1. Loops - Business - two wire

Rate = \$8.00 per month plus \$0.21 cross-connection charge per Loop

Loops - Business - four wire

Rate = \$16.00 per month plus \$0.42 cross-connection charge per Loop

2. Loops - Residential - two wire

Rate = \$11.00 per month plus \$0.21 cross-connection charge per Loop

Loops - Residential - four wire

Rate = \$22.00 per month plus \$0.42 cross-connection charge per Loop

¹ These rates, terms and conditions shall apply unless altered by the Commission prior to December 31, 1996. If such action occurs, the resulting rates, terms and conditions shall apply until December 31, 1996.

B. Non-Recurring Charges

1. Unbundled Loops

Not applicable pre January 1, 1997.

2. Number Portability²

Not applicable pre January 1, 1997.

C. Additional Loop Conditioning Charges³

Loop Type	Additional Charges per Loop
Electronic Key Line	Rates based on cost
ISDN	\$22.50 per month per Loop
HDSL 2W	Rates based on cost
HDSL 4W	Rates based on cost
ADSL 2W	Rates based on cost

V. Interim Telecommunications Number Portability⁴

Rate = \$1.14 per ported number per month including ninety-nine (99) call paths.

² See Section 13.6.

³ The Additional Loop Conditioning Charges are only applicable if the distance requested on an ordered Loop exceeds such Loop's corresponding transmission characteristics as set forth in Section 9.4.5.

⁴ See Section 13.6.

PRICING SCHEDULE — MICHIGAN⁵

I. Reciprocal Compensation

Rate = \$0.015 per minute

II. BLV/BLVI Traffic

Rate = \$0.90 per Busy Line Verification
\$1.10 per Busy Line Verification Interrupt
(in addition to \$0.90 for Busy Line Verification)

III. Transiting

Rate = \$0.002 per minute

⁵ This Pricing Schedule - Michigan shall be applicable upon the expiration in accordance with its terms of the Pricing Schedule - Michigan - Pre-January 1, 1997.

IV. Unbundled Network Elements

A. Unbundled Loop Rates

1. Subject to Section 9.0, Brooks Fiber may procure unbundled Loops from Ameritech at the following Central Offices at the rates¹ set forth below the respective Central Offices:

Loop Type	Monthly Rates	
	Ameritech Central Office	
	Grand Rapids BL (GDRPMIBL) ² Holland (HLLDMIMN) ²	Grand Rapids EP (GDRPMIEP) Grand Rapids ES (GDRPMIES) Grand Rapids SO (GDRPMISO) Grand Rapids WS (GDRPMIWS) Grand Rapids YO (GDRPMIYO) Grand Rapids ZQ (GDRPMIZQ) Wyoming Lenox (WYNGMILX) Comstock Park (CMPKMICP) Lansing (LNNGMIMN) Lansing NW (LNNGMINW) Lansing SO (LNNGMISO) Ann Arbor MN (ANARMIMN) Ann Arbor SE (ANARMISE)
Analog 2W	\$ 8.60	\$11.10
Analog 4W	\$17.20	\$22.20
ADSL 2W/HDSL 2W	\$ 8.60	\$11.10
ADSL 4W/HDSL 4W	\$17.20	\$22.20
BRI ISDN	\$ 8.60	\$11.10
PBX Ground Start Coin	\$ 8.60	\$11.60
Coin	\$ 8.60	\$11.60
Electronic Key Line	\$ 8.60	\$11.60

¹ Carrier Common Line (CCL) charges and End User Common Access Line (EUCAL) charges shall not apply to Loops.

² Loops at Grand Rapids BL (GDRPMIBL) and Holland (HLLDMIMN) shall be available at the rates set forth on this Pricing Schedule only if such Loops are used on the conditions (including the payments of the amounts specified in Section 1 of the Settlement Agreement) contained in the Settlement Agreement.

2. Brooks Fiber may procure unbundled Loops from Ameritech at other Ameritech Central Offices not listed above at the applicable tariff rates.

B. Non-Recurring Charges

Date of Acceptance of Service Order	Service Order Charge ³	Line Connection Charge ⁴
Prior to 6/1/97	\$30	\$50
On or after 6/1/97	\$30	\$35

C. Additional Loop Conditioning Charges⁵

Loop Type	Additional Charges per Loop
Electronic Key Line	Rates based on cost
ISDN	\$22.50 per month per Loop
HDSL 2W	Rates based on cost
HDSL 4W	Rates based on cost
ADSL 2W	Rates based on cost

V. Interim Telecommunications Number Portability

See Section 13.6.

³ The Service Order Charge is a per-occasion charge applicable to any number of Loops ordered for the same location and same Customer account.

⁴ The Line Connection Charge applies to each Loop purchase.

⁵ The Additional Loop Conditioning Charges are only applicable if the distance requested on an ordered Loop exceeds such Loop's corresponding transmission characteristics as set forth in Section 9.4.5.

EXHIBIT A

NETWORK ELEMENT BONA FIDE REQUEST

1. Each Party shall promptly consider and analyze access to a new unbundled Network Element with the submission of a Network Element Bona Fide Request hereunder.

2. A Network Element Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Network Element.

3. The requesting Party may cancel a Network Element Bona Fide Request at any time, but shall pay the other Party's reasonable and demonstrable costs of processing and/or implementing the Network Element Bona Fide Request up to the date of cancellation.

4. Within ten (10) business days of its receipt, the receiving Party shall acknowledge receipt of the Network Element Bona Fide Request.

5. Except under extraordinary circumstances, within thirty (30) days of its receipt of a Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a preliminary analysis of such Network Element that is the subject of the Network Element Bona Fide Request. The preliminary analysis shall confirm that the receiving Party will offer access to the Network Element or will provide a detailed explanation that access to the Network Element is not technically feasible and/or that the request does not qualify as a Network Element that is required to be provided under the Act.

6. If the receiving Party determines that the Network Element that is the subject of the Network Element Bona Fide Request is technically feasible and otherwise qualifies under the Act, it shall promptly proceed with developing the Network Element Bona Fide Request upon receipt of written authorization from the requesting Party. When it receives such authorization, the receiving Party shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals.

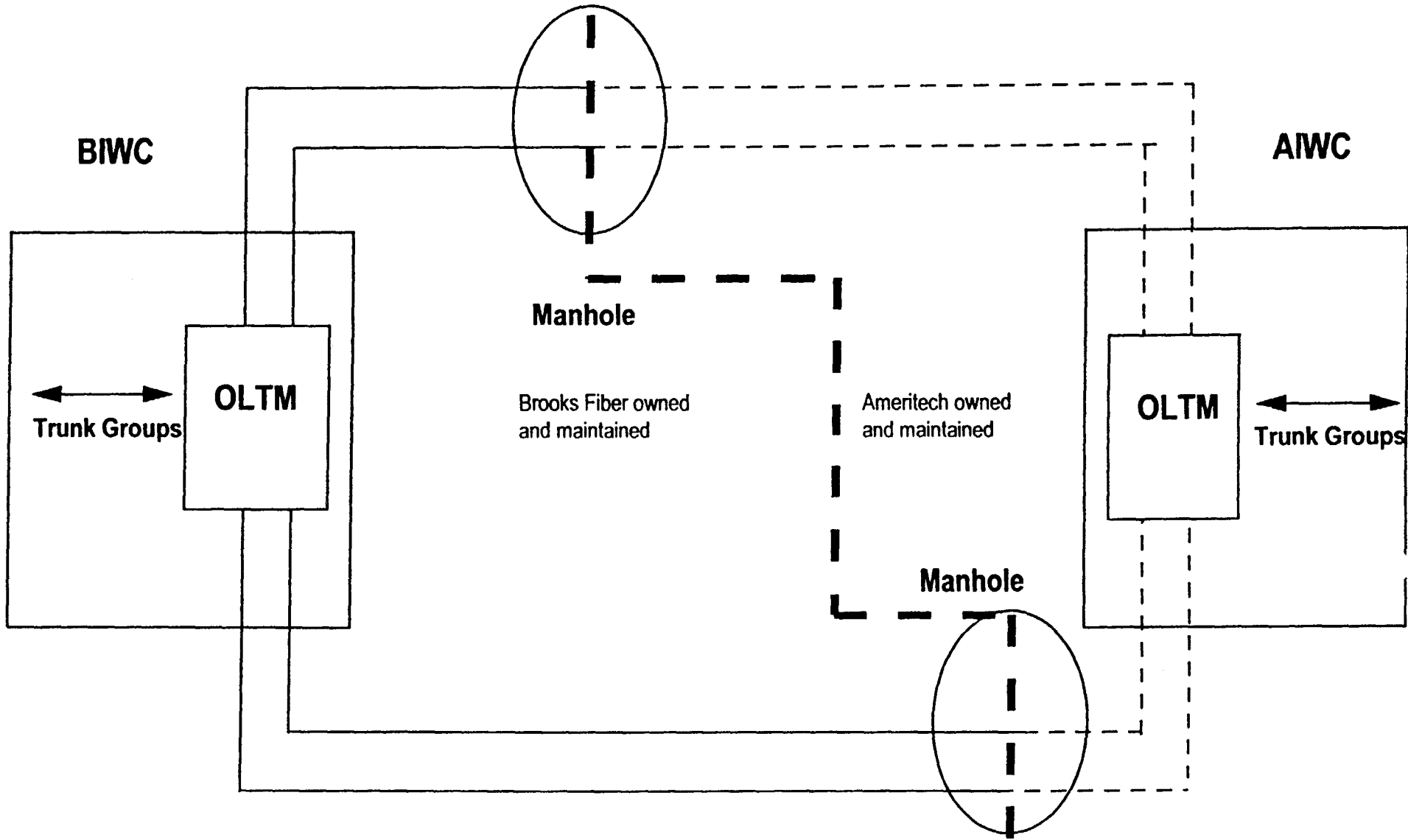
7. Unless the Parties otherwise agree, the Network Element that is the subject of the Network Element Bona Fide Request must be priced in accordance with Section 252(d)(1) of the Act.

8. As soon as feasible, but not more than ninety (90) days after its receipt of authorization to proceed with developing the Network Element that is the subject of the Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a Network Element Bona Fide Request quote which will include, at a minimum, a description of each Network Element, the availability, the applicable rates and the installation intervals.

9. Within thirty (30) days of its receipt of the Network Element Bona Fide Request quote, the requesting Party must either confirm its order for such Network Element pursuant to the Network Element Bona Fide Request quote or seek arbitration by the Commission pursuant to Section 252 of the Act.

10. If a Party to a Network Element Bona Fide Request believes that the other Party is not requesting, negotiating or processing the Network Element Bona Fide Request in good faith, or disputes a determination, or price or cost quote, such Party may seek mediation or arbitration by the Commission pursuant to Section 252 of the Act.

Exhibit B: Brooks Fiber/Ameritech Fiber Meet



Case No. U-11178

**AGREEMENT BY AND BETWEEN
BROOKS FIBER COMMUNICATIONS
AND
AMERITECH
FOR ENHANCED 9-1-1 SERVICE
Dated May 1, 1996**

**AGREEMENT BY AND BETWEEN
BROOKS FIBER COMMUNICATIONS
AND
AMERITECH
FOR ENHANCED 9-1-1 SERVICE**

This agreement ("Agreement") is made this 29th day of April, 1996 (the "Effective Date"), between Ameritech Michigan ("Ameritech"), a Michigan Corporation, and Brooks Fiber Communications of Michigan, Inc. ("Exchange Carrier"), a Michigan corporation doing business as Brooks Fiber Communications (both individually, the "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, Ameritech possesses a network capable of providing specific Enhanced 9-1-1 Service ("E911") to Exchange Carrier as further described in Exhibit A;

WHEREAS, this network provides a means of forwarding 9-1-1 calls delivered from Exchange Carrier's Network to an Ameritech Control Office for the further purpose of routing to an Ameritech designated primary Public Safety Answering Point ("PSAP") or to designated alternate locations and displaying the originating caller's telephone number or central office identification code, plus the street address to an attendant position console of the PSAP or designated alternate location;

WHEREAS, Ameritech will provide access to a centralized Automatic Location Identification/Data Management System ("ALI/DMS") data base for the purpose of storing and updating information required for the provisioning of E911 service and will provide certain services to Exchange Carrier in connection with using this data base;

WHEREAS, Exchange Carrier desires to purchase Enhanced 911 Service for the provisioning of such service to Exchange Carrier's subscribers.

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein, the parties hereto agree as follows:

1. Definition of Terms

For purposes of this Agreement, the following terms shall mean:

- 1.1 *Affiliate* (including the terms "Affiliate of" and "Affiliated with") means a Person that directly or indirectly through one or more intermediaries, Controls or is Controlled By or is Under Common Control With, the specified Person.
- 1.2 *Agreement* means the terms and conditions, and any other exhibit(s), attachment(s), addendum, or document(s), attached hereto and made a part hereof [or incorporated herein by reference] including any written amendments to this Agreement which have been signed by duly authorized representatives of the Parties.
- 1.3 *Ameritech Companies* means Ameritech Michigan, its parent, (Ameritech Corporation) and subsidiaries and affiliates controlled directly or indirectly by Ameritech Corporation.
- 1.4 *Automatic Location Identification ("ALI")* means a feature by which the service address associated with the calling party's listed telephone number identified by ANI as defined herein, is forwarded to the PSAP for display. Additional telephones with the same number as the calling party's, including, but not limited to, secondary locations and off-premise extensions will be identified with the service address of the calling party's listed number.
- 1.5 *Automatic Number Identification ("ANI")* means a feature by which the calling party's telephone number is automatically forwarded to the E911 Control Office and to the PSAP display and transfer office.
- 1.6 *Compensation* means monetary amounts due from one party to the other for facilities provided and/or services rendered under this Agreement.
- 1.7 *Confidential Information* means any information or data disclosed by a party (the "Disclosing Party") to the other party (the "Recipient") under or in contemplation of this Agreement and which (a) if in tangible form or other media that can be converted to readable

form, is clearly marked as proprietary, confidential, or private when disclosed or (b) if oral or visual, is identified as proprietary, confidential or private on disclosure and is summarized in a writing so marked and delivered within ten (10) days following such disclosure.

- 1.8 *Control* (including the terms "Controlled By" and "Under Common Control With") means the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.
- 1.9 *Control Office* means the central office providing tandem switching capability for E911 calls. It controls switching of ANI information to the PSAP and also provides the SR (as defined herein), feature, standard speed calling features, call transfer capability and certain maintenance functions for each PSAP.
- 1.10 *Service Agency* means the public agency, the State or any local government unit or special purpose district which has the authority to provide police, fire fighting, medical or other emergency services, which has requested the local telephone company to provide an E911 telecommunications service for the purpose of voice-reporting emergencies by the public.
- 1.11 *Customer Name and Address Information (CNA)* may include the name, service address and telephone numbers of an exchange carrier's subscribers for a particular exchange calling area. This data includes nonpublished listings, coin telephone information and published listings.
- 1.12 *Data Management System ("DMS")* means a system of manual procedures and computer processes used to create, store and update the data required to provide the Selective Routing ("SR") and ALI features.
- 1.13 *Emergency Services* may include but are not limited to police, fire, ambulance, rescue and medical service.
- 1.14 *End Office or Central Office ("EO" or "CO")*, means the Ameritech point of presence in the E911 system which receives originating E911 calls
- 1.15 *E911: Enhanced 911 (E911) Service* provides completion of 911 calls via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI) and/or Selective Routing (SR).

- 1.16 *Exchange* means a geographic area established for the furnishing of local telephone service under a local tariff. It consists of one or more wire centers together with the associated facilities used in furnishing communications service within the area.
- 1.17 *Person* means a natural person, corporation, general partnership, joint venture, limited partnership, limited liability company, trust, business trust, business association or other legally recognized business association.
- 1.18 *Public Safety Answering Point (PSAP)*: An answering location for 911 calls originating in a given area. A PSAP may be designed as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; Secondary PSAPs receive calls on a transfer basis only, and generally serve as a centralized answering location for a particular type of emergency call. PSAPs are staffed by employees of Service Agencies such as police, fire or emergency medical agencies or by employees of a common bureau serving a group of such entities.
- 1.19 *Selective Routing (SR)*: An E911 feature that routes an E911 call from a Control Office to the designated primary PSAP based upon the identified number of the calling party.
- 1.20 *Service Line* means a telecommunications link from the Central Office terminating at the PSAP.

2. Term

Except as otherwise provided herein, Ameritech shall provide the E911 service for an initial term of one (1) year commencing on the Effective Date. This Agreement shall automatically renew thereafter until either Party gives the other Party notice of termination at least ninety (90) days prior to the expiration of the initial term or subsequent to the initial term, except as otherwise provided herein including but not limited to, termination due to an Ameritech price change.

3. Service and Facilities Provided

- 3.1 Ameritech will provide Exchange Carrier with multiplexing at the Ameritech Central Office at rates, terms and conditions provided in

Ameritech's tariffs. Ameritech will also provide Exchange Carrier with trunking from the Ameritech Central Office to the designated Ameritech Control Office(s) with sufficient capacity (as described in Exhibit "C") to route Exchange Carrier's originating 9-1-1 calls over Service Lines to the designated primary PSAP or to designated alternate locations. Such trunking will be provided at the rate described in Exhibit C, herein. If Exchange Carrier forwards the ANI information of the calling party to the Control Office, Ameritech will forward that calling number and the associated street address to the PSAP for display. If no ANI is forwarded by Exchange Carrier, Ameritech will furnish a Central Office identification code for display at the PSAP

- 3.2 Exchange Carrier will provide the necessary trunking to route originating 9-1-1 traffic from Exchange Carrier's end office(s) to the Ameritech Central Office(s). The meet points for primary and diverse routes are identified in Exhibit B. Exchange Carrier may, at its option, acquire such trunking from Ameritech at rates, terms and conditions provided in Ameritech's tariffs.
- 3.3 Ameritech will provide to Exchange Carrier, in paper or magnetic tape format, an Addressing and Routing file that will specify which E911 Control Office serves as the jurisdictional 9-1-1 answering point for subscribers within the Exchange served by Exchange Carrier. The Addressing and Routing file will be provided by NPA or NXX upon request. A specified rate found in the rate table of Exhibit C, herein will apply for each initial request for each NPA. Until such time as a mechanized process for provision of this information is made available by Ameritech and, at intervals determined by Ameritech, Ameritech shall provide to Exchange Carrier in a paper format, at no additional charge to Exchange Carrier, any updates to the addressing and routing file.
- 3.4 Ameritech will coordinate access to the ALI/DMS data base for the initial loading and updating of Exchange Carrier subscriber information. Access coordination will include:
 - a. Ameritech providing format requirements and a mailing address for Exchange Carrier to supply an electronic version of subscriber telephone numbers, addresses and other information both for the initial load and (where applicable) updates; as set forth in Exhibit A herein. Ameritech shall confirm receipt of this data as described in Section 3.9, below.
 - b. Coordination of error resolution involving entry and update activity;

- c. Use of the ALI/DMS data base for the provisioning of specific E911 routing information on each access line; and
 - d. Updating the ALI/DMS data base from paper records of service order activity supplied by Exchange Carrier. The charge for this service is separate and described in Exhibit C herein under the category "Optional Manual Update."
 - e. Provide Exchange Carrier with reference data required to ensure that Exchange Carrier's subscribers will be routed to the correct Control Office when originating a 9-1-1 call. This reference data will be provided no later than ten (10) calendar days after the receipt of a service order from Exchange Carrier.
- 3.5 Exchange Carrier shall pay Ameritech a one-time charge of \$850.00 (eight hundred and fifty dollars) per E911 Control Office. This charge shall be designated the E911 Control Office Software Enhancement charge. Although the services offered in this Agreement and the charges described in Exhibit C herein contemplate that each NXX will reside in a single Control Office, Exchange Carrier may, at its sole option, designate that a NXX shall reside in more than one E911 Control Office.
- 3.6 In the event of an Ameritech or Exchange Carrier trunk failure, the Party owning the trunk will notify the other Party of such failure within four (4) hours of the occurrence. The Parties will exchange a list containing the names and telephone numbers of the support center personnel responsible for provisioning the E911 service between the Parties.
- 3.7 Ameritech will provide the order number and circuit identification code before the service due date.
- 3.8 Ameritech shall inform Exchange Carrier of any planned conversion or changes of the E911 network which would have a material effect on the services provided Exchange Carrier under this Agreement sixty days prior to such conversion or change being implemented by Ameritech.
- 3.9 Exchange Carrier or its third party agent will provide CNA data to Ameritech for use in entering the data into the 9-1-1 data base. The initial entry of the CNA data will be provided to Ameritech in a format prescribed by Ameritech. Exchange Carrier is responsible for providing Ameritech updates to the CNA data and error corrections which may occur during the entry of CNA data to the 911 Data

Management System. Ameritech will confirm receipt of such data and corrections by the next working day by providing Exchange Carrier with a report of the number of items sent, number of items entered correctly, and number of errors.

- 3.10 Exchange Carrier will monitor the 9-1-1 circuits for the purpose of determining originating network traffic volumes. Exchange Carrier will notify Ameritech if the traffic study information indicates that additional circuits are required to meet the current level of 9-1-1 call volumes.

4.0 Facilities Requirements

Exchange Carrier is at all times responsible to construct, equip, maintain and operate its system so as to provide adequate facilities for the provision of service (including E911 Service) to the public and consistent with the purposes and requirements of this agreement.

5.0 Compensation

Compensation for the E911 services and facilities provided under this Agreement (i) are set forth in the Exhibits attached hereto, (ii) shall remain firm fixed for the initial twelve (12) month term of this Agreement, and (iii) may be revised after such initial term pursuant to written notice given to Exchange Carrier no less than sixty (60) days in advance of the effective date of the price revision and, unless for reasons beyond Ameritech's reasonable control Ameritech's costs materially increase, prices shall not increase (expressed as a percentage of the price in effect immediately preceding the increase) by more than 10% per year.

Where Ameritech offers the same services on the same basis and at similar volumes to another customer within the State in which services are provided pursuant to this Agreement, Ameritech agrees to offer the services described herein to Exchange Carrier on terms which are no less favorable than the terms these same services are offered to other customers. If during the term of this Agreement, Ameritech enters into an agreement or contract with

any other customer to provide the same service described herein at a lower rate, or on terms and conditions that are materially different or more favorable than those set forth herein, Ameritech will notify Exchange Carrier within thirty (30) calendar days and offer such services to Exchange Carrier at rates, terms and conditions that are no less favorable than those provided to such other third party.

Any amounts due which are invoiced pursuant to this Agreement shall be payable by the thirtieth (30th) day from the date of receipt of such invoice. Either Party shall inform the other Party, in writing, of any amount(s) included in the final or actual portion of the invoice, which may be in dispute. The date of such disputed amount(s) shall be extended to thirty (30) calendar days from the original due date of the invoice. Post payment disputed amounts shall also be declared in writing to the other Party subsequent to the payment and receipt of funds applicable to the final or actual portion of any invoice. Such post payment disputed amounts which are resolved in favor of the party who paid the disputed amount shall be payable to said party by the thirtieth (30th) day from the date the dispute was resolved. When the payment date falls on a weekend or holiday, the due date shall be the next business day.

6.0 Limitation of Liability/Indemnity

- 6.1 To the extent not prohibited by law, each party shall defend indemnify the other and hold it harmless against any loss, cost, claim, injury or liability arising out of negligence or willful misconduct by it or its agents or contractors in connection with its provision of facilities and services or other performance under this Agreement. The Indemnified Party agrees to notify the other party promptly, in writing, of any written claims, lawsuits, or demand for which the other party is responsible and to cooperate in every reasonable way to facilitate defense or settlement of claims.